



**TECHNICAL RESPONSE
TO
REQUEST FOR QUOTE #EBA471
FOR
WEST VIRGINIA EDUCATIONAL
BROADCASTING AUTHORITY**

April 8, 2014

PREPARED BY | **Chad Stepp**
Enterprise Account Executive
1500 MacCorkle Ave
Charleston, WV 25396
(304) 410-5659
chad.stepp@ftr.com

BID RECEIVED LATE

BUYER *EVELYN P. MELTON*

WITNESS *Laura*

DISQUALIFIED

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➤ Attachment A, WV-96	

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Restriction on Disclosure and Use of Data:

This proposal includes data that shall not be disclosed outside of your organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than in connection with your evaluation of this proposal. If, however, a contract is awarded as a result of, or in connection with, the submission of this proposal, you shall have the right to duplicate, use, or disclose the data only to the extent provided in the resulting contract. This restriction does not limit your right to use data contained in this proposal if it is lawfully obtained from another source without restriction or to disclose such data as may be required by law. If your organization is required by law to disclose such data (including, without limitation, pursuant to any Freedom of Information Act request), you shall timely notify us of such compelled disclosure so that we have a reasonable opportunity to limit or challenge such disclosure.



April 8, 2014

West Virginia Educational Broadcasting Authority
Attn: Evelyn Melton
2019 Washington Street East
Charleston, WV 25305

Dear Ms. Melton,

On behalf of Frontier Communications, thank you for giving us the opportunity to propose **Frontier's Data Product Solution** for the West Virginia Educational Broadcasting Authority (EBA). Frontier commits to being the conscientious and dedicated partner that can deliver the solutions and changes WV EBA requires going forward, ensuring you a secure and profitable future.

With Frontier, you can consolidate your communications with one provider, giving you advantages such as:

- **One Company** for any issues impacting your network services. This will prevent WV EBA from having to deal with multiple vendors for upgrading or troubleshooting.
- **Direct Access** to dedicated account management, engineering, and billing resources. This means dealing with people who know WV EBA, your network, and you.
- **Leading Edge, Reliable Services** backed by Frontier technicians and around-the-clock network monitoring.

The reliability and security of WV EBA's network is Frontier's first priority. Your account team includes experienced engineers and technicians, and we are available to serve you before, during and after installation. Should you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Chad Stepp".

R. Chad Stepp
Frontier Account Executive
Chad.Stepp@FTR.com

General Information

Nature of Proposal

Frontier is pleased to present this proposal to West Virginia Educational Broadcasting Authority. Frontier Communications of America, Inc., on its own behalf, and where applicable, on behalf of its local exchange carrier and service affiliates, hereby proposes to provide the services identified in this response to Request for Proposal. This proposal is submitted in good faith with the intention of negotiating a legally binding definitive agreement following an award of business to Frontier. Frontier does not consider the proposal itself to be a legally binding offer to contract.

Notwithstanding anything contained West Virginia Educational Broadcasting Authority's Request for Proposal (RFP), Frontier's proposal is based on the responses provided herein. As it pertains to services offered by Frontier, Frontier expects that the RFP and Frontier's proposal will serve as the starting point for negotiation between the parties of a resulting contract that contains mutually agreeable terms and conditions. As part of such negotiations, Frontier is willing to discuss any of the terms contained in West Virginia Educational Broadcasting Authority's RFP and Frontier's proposal for purposes of incorporation into a final contract between the parties.

Frontier does not consider the proposal itself to be a legally binding offer to contract. Frontier expects that neither the RFP nor Frontier's proposal will be incorporated in any definitive agreement between the parties, but such agreement will address the topics in this RFP and Frontier's proposal and supersede both.

Confidentiality Statement

The attached documentation, and any oral communications regarding such documentation (collectively, the "Frontier Materials"), are the property of Frontier Communications and/or its affiliates, contain confidential and proprietary information of Frontier Communications and/or its affiliates, and are submitted to West Virginia Educational Broadcasting Authority, and its contractors in confidence subject to the following:

The Frontier Materials may be used by West Virginia Educational Broadcasting Authority and its contractors solely for the purpose of evaluating Frontier Communication's and its affiliates' products and services for possible purchase by West Virginia Educational Broadcasting Authority. West Virginia Educational Broadcasting Authority and its contractors agree to treat such Frontier Materials, including, without limitation, any pricing, terms and conditions, and any information relating to Frontier Communications or its affiliate's technology, business affairs, or marketing or sales plans, as strictly confidential.

ATTACHMENTS

- Certificate of Insurance
- 3.4.1.2 Core Network Diagram
- 3.4.2.6 DS3 Diagram

West Virginia Educational Broadcasting Authority and its contractors agree not to copy the Frontier Materials, in whole or in part, or disclose them to others, except to persons who have a need to know for the evaluation purpose stated above and who agree, in advance, in writing, to be bound by this provisions, or except as may be required by law. If West Virginia Educational Broadcasting Authority is required by law to disclose the Frontier Materials (including, without limitation, pursuant to any Freedom of Information Act request), West Virginia Educational Broadcasting Authority shall timely notify Frontier Communications of such compelled disclosure so that Frontier Communications has a reasonable opportunity to limit or challenge such disclosure. West Virginia Educational Broadcasting Authority and its contractors agree to return the written portions of the Frontier Materials to Frontier Communications upon written request.

West Virginia Educational Broadcasting Authority and its contractors agree that in the event of a breach or threatened breach of confidentiality, in addition to other remedies, Frontier Communications and/or its affiliates shall be entitled to specific performance and injunctive or other equitable relief. West Virginia Educational Broadcasting Authority and its contractors shall each be severally liable for its respective breach of the terms above. West Virginia Educational Broadcasting Authority and its contractors' review, use, or disclosure of the Frontier Materials shall constitute acceptance of the terms above.

Pricing Disclaimer

Notwithstanding anything to the contrary in the RFP, and unless otherwise indicated in this proposal, prices do not include all taxes (including, but not limited to, sales, use, utility, gross receipts, and VAT), similar tax-like and tax-related charges, and other surcharges levied as a result of receipt of the services from Frontier Communications.

Frontier Communications' proposed pricing is based upon its response to this RFP. Frontier reserves the right to adjust the proposed pricing, if West Virginia Educational Broadcasting Authority does not accept the proposal in its entirety.

In addition, unless otherwise noted, all third-party charges are subject to change during the service term.

Validity Period

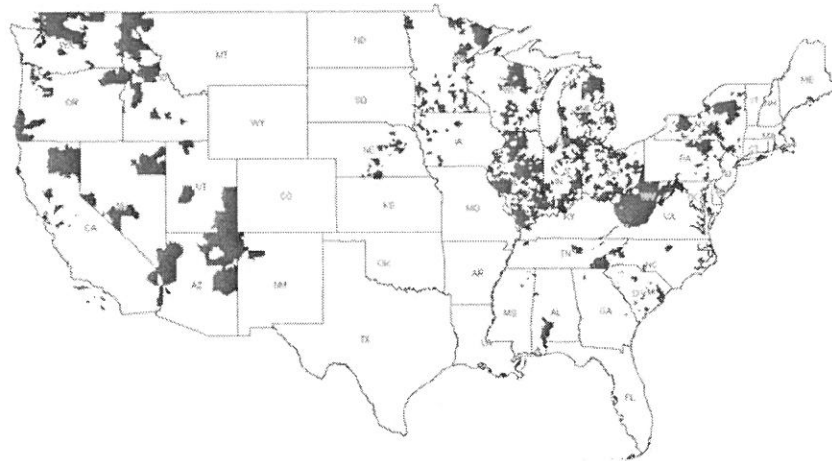
Unless otherwise stated in this proposal, this proposal is valid for a period of forty five (45) days from the date submitted.

During this period promotions may expire and rates, charges, and/or discounts may fluctuate with changes in the Tariffs or Guide unless fixed in this proposal.

Additionally, prices may change based upon any changes in terms and conditions agreed to by the parties.

ABOUT FRONTIER COMMUNICATIONS

Frontier Communications Corporation was founded in 1935 and is based in Delaware. Our Corporate Headquarters are in Stamford Connecticut. Frontier is a Fortune 500 company included in the S&P 500 index (NASDAQ:FTR).



Frontier is the nation's largest provider of communications services focused on rural America, offering Broadband, Phone, Satellite television, wireless Internet data access, PC security solutions and technical support, Internet-based television, carrier services, specialized bundles for small businesses and home offices, and advanced business communications for medium, large and commercial businesses in 27 states. Frontier's 13,600 plus employees are 100 percent U.S.-based.

Frontier is uniquely qualified to be the communications provider for your company, with decades of experience delivering a comprehensive range of services -- from traditional phone lines to high-performance voice, data, IP network, wireless and equipment solutions -- Frontier has the experience and capabilities to meet and exceed your expectations.

Frontier wants to be your first and only choice. We already make it possible for you to obtain reliable local, long distance, Internet and data services. Frontier is a state-of-the-art organization focused on excellence by offering you the added convenience of working with a **dedicated Frontier Account Team** who understands your business and focuses on the cost-effective handling of your communications needs – **and** your total satisfaction with Frontier products and services.

Our strong understanding of your organization and its requirements has been enhanced by many years of hands-on engineering support, account management and technical service. We will work with you, one-on-one, to understand your specific communications needs. Your success is our utmost priority. Together, we will determine the best solution for your business.

We make it our priority to be there when you need us, from first installation to the ongoing support of your specialized telecommunications solution. Our team of experienced engineers and highly trained technicians are available to assist you in taking full advantage of Frontier products and services. With the experience of the Frontier team behind you, you will be able to focus on other key areas vital to your core business.

Why Frontier Should Be Your Choice

Frontier Communications is committed to helping you succeed. We believe that our proposal demonstrates this commitment by recommending solutions utilizing technologies that are available today and that have the ability to harness future technologies and network enhancements.

We have the network, the technology, the expertise, and the tenured people to help you operate at peak communications efficiency. We deliver services that empower people around the world to communicate easily and exchange information quickly. With a Frontier Communications solution, you will benefit from outstanding service quality, product flexibility, and competitive pricing. Your Frontier Communications Account Team looks forward to consulting with you about how the proposed services can help you achieve your business objectives.

FRONTIER SOLUTION OVERVIEW

Frontier will provide the West Virginia Educational Broadcasting Authority (EBA) with a Network consisting of Layer 2 Ethernet connections, and Digital Signal 3 (DS3) connections to all 3 properties of the EBA. In addition, Frontier will provide Layer 2 Ethernet connections to the West Virginia Network (WVNET) locations in Morgantown and Charleston. Frontier will also provide Dedicated Internet Access to the Beckley EBA Site.

The Ethernet network configurations will be accomplished as follows:

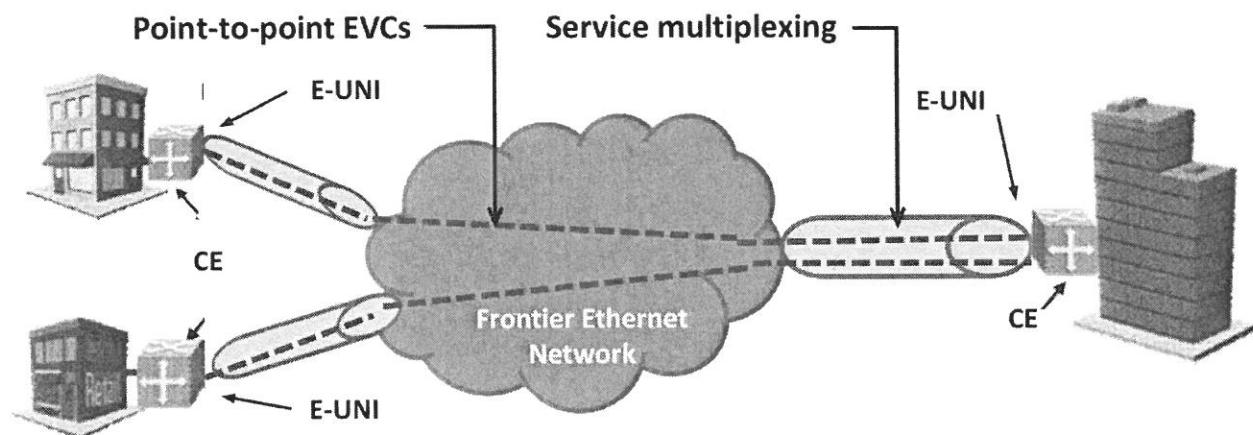
Frontier will provide the West Virginia Educational Broadcasting Authority (EBA) with a mix of Ethernet LAN (E-LAN) and Ethernet Virtual Private Line (EVPL) service to provide the requested network configuration specified in the RFP Response.

E-LAN (Ethernet LAN) Configuration:

Frontier E-LAN is a “fully meshed” topology from the customer’s perspective. For LAN 1 through LAN 6, each LAN will be placed in a specific “VLAN” at the requested bandwidths. This will place all three EBA locations in a single Layer-2 VLAN topology. The EBA will be able to route traffic between the sites as they deem appropriate. All locations within a VLAN can be segmented by IEEE 802.1 customer VLAN tags.

EVPL (Ethernet Virtual Private Line) Configuration:

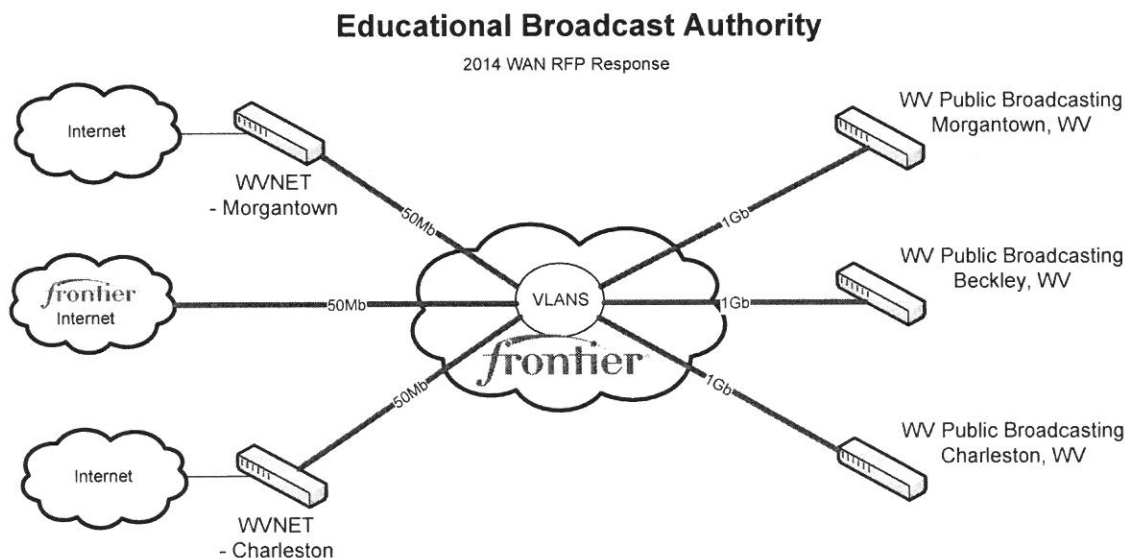
Frontier EVPL is a point-to-point or point-to-multipoint Ethernet data transport service delivered over Frontier’s private layer 2 network infrastructures. For LAN 7 through LAN 12, each LAN will be setup as a point to point “VLAN” at the requested bandwidths. Through service multiplexing, a single connection to the Frontier network supports virtual connections to multiple sites.



E-UNI – External User-to-Network Interface
EVC – Ethernet Virtual Connection
CE – Customer Edge

Frontier Metro Ethernet provides:

- Private, dedicated connection that addresses security concerns
- 24x7 Network Support from Frontier Network Operations Center
- Performance
 - Inherent performance benefits of Layer 2 transport combined with simplified architecture
 - Highest bandwidth speeds available with low latency
- Reliability
 - Redundant equipment architectures and fast rerouting algorithms
- Simplicity
 - Simplifying protocols creates a network more suitable to time sensitive protocols
 - Allows LAN style management for the WAN
- Flexibility
 - Customer can have their bandwidth service increased or changed faster
 - Changes do not require new equipment or coordinate a visit from a service technician
- Convergence
 - With CoS, Frontier EVPL supports application convergence, eliminating the resources and capital required to maintain multiple network platforms.
 - Ability to prioritize traffic based on your business needs
- EVPL Solution includes:
 - QoS/Cos (Silver - Best Effort, Gold - Priority Data, Platinum – Real-Time Data)
 - SLAs
 - Network Performance Reporting



In summary, the EBA can benefit from the higher bandwidth and high performance attributes of EVPL to support their current and evolving WAN connectivity requirements.

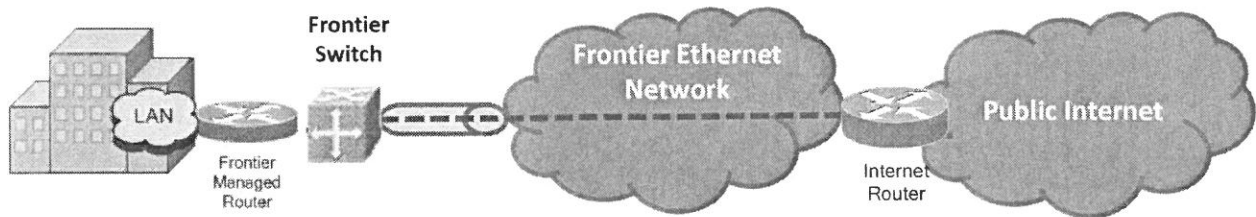
The Dedicated Internet Access configurations will be accomplished as follows:

Dedicated Metro-Ethernet Internet Access:

Ethernet Internet Access (EIA)

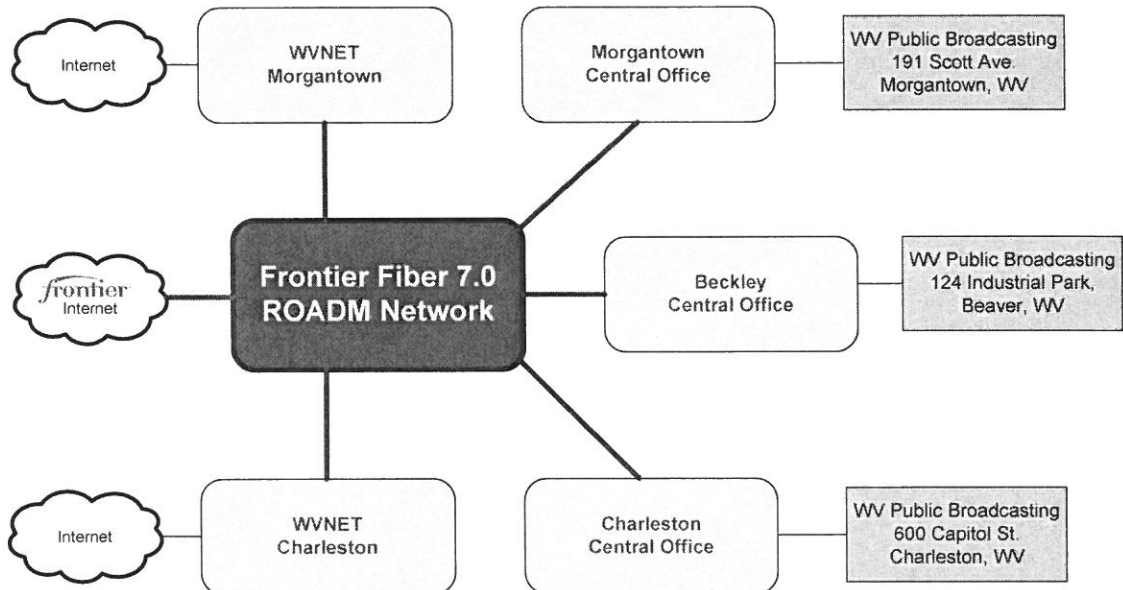
Frontier EIA provides high-speed access up to 1 Gbps. Our solution includes:

- Integrated Internet access solutions with a single point of contact for service needs
- Limited susceptibility to peak time usage fluctuations
- Enhanced service reliability and performance
- Primary & Secondary Domain Name Service
- Reverse DNS Service



Educational Broadcast Authority – Physical Overview (Ethernet)

2014 Ethernet RFP Response



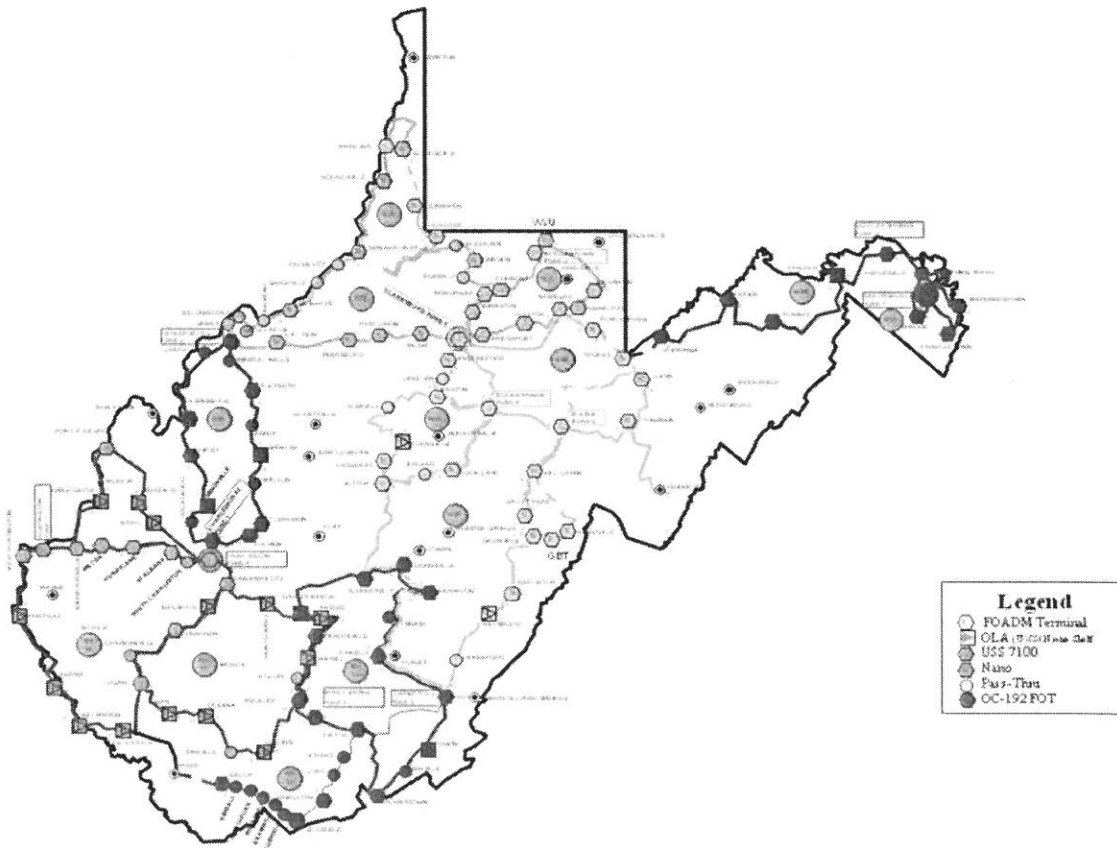
Advantages of Frontier Ethernet:

At Frontier we take pride in delivering quality service, a reasonable price, and the expertise you need in a communications partner. Here are just a few characteristics our Ethernet services deliver.

- Easy integration with existing networks and infrastructures
- High availability and performance
- Engineered lines configured for performance to limit noise and environmental factors.
- Symmetrical upload and download speeds enable uncompromised traffic flow
- Well planned and coordinated migration from other carriers with minimal downtime
- Commercial grade network with a coast-to-coast data backbone

Frontier Fiber 7.0 ROADM Network

Frontier has invested over \$310 million in a statewide next-generation network that is the first of its kind in the United States. It has more than 100 nodes around West Virginia and has 13 redundant fiber optic rings around West Virginia. This network is a Reconfigurable Optical Add-Drop Multiplexor (ROADM) Network. All of Frontier's Ethernet Services provided to the EBA will connect to this Fiber 7.0 Core Network.



The Digital Signal 3 (DS3) connections will be accomplished as follows:

Dedicated Point to Point Private Line Configuration:

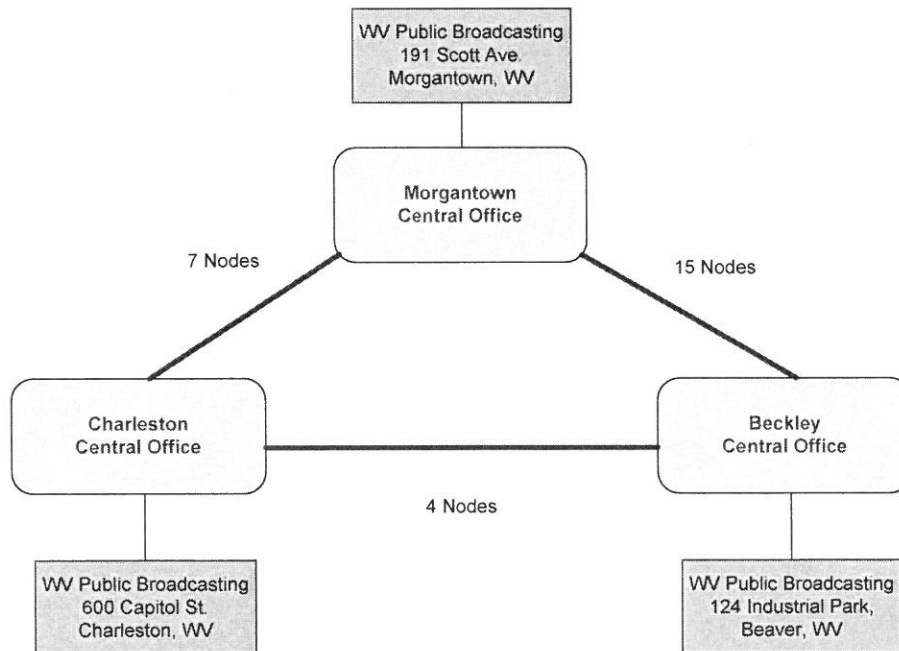
Benefits of Private Line Service

When you choose a Frontier Private Line for your mission-critical communications, you'll enjoy:

- Security – A private Line is not part of a shared network. Your voice, data or video travels on a dedicated line from your location to another destination.
- Choice – Depending upon your specific bandwidth requirements, you can choose the Private Line connection that suits your needs. For the EBA this is a DS3 – Provides high-quality digital transmission at 44.736 Mbps.
- Video conferencing/Distance Learning – With a DS3 Private Line, you can conduct meetings and training sessions without having to incur costs for business travel.
- Disaster Recovery – DS3 Private Lines provide optional “survivability” features, including an alternate central office in the event of a power outage or other unforeseen event.
- Versatility – Your voice traffic may be heavier or lighter than your data traffic. DS3 Private Lines allow you to determine how much sustained bandwidth to allocate for each.

Educational Broadcast Authority – Physical Overview (DS3)

2014 DS3 RFP Response



Frontier - A Local Partner You Can Depend On

At Frontier, we've built our reputation on reliable products and superior customer service. And we proudly back that up every day. When you choose Frontier as your communications and technology partner, you'll discover:

- State-of-the-art infrastructure and cutting-edge technology
- Global capabilities and local presence
- Reliable service 24/7/365
- 100% U.S.-based workforce
- Choice, flexibility and control
- A trained team of specialists that understands the uniqueness of your industry
- A dedicated Account Executive assigned to your organization

Our professionals handle installation and monitor the network 24x7 so you can count on receiving performance without problems. And as your business needs change, you can be assured our services and technical support is there for you whenever you need us.

Single Point of Contact for Trouble Reports:

The following Trouble Analysis Procedure will be recommended for this proposal.

- a) In the event of a service issue, the EBA will contact the Frontier Communications CNOC by calling 888-637-9620 and providing their circuit id and trouble description.
- b) The CNOC will identify the EBA as an 'Enterprise' Customer and release a Trouble Ticket describing the nature of the difficulty, the location being affected and any additional information appropriate to the situation.
- c) The CNOC will trouble shoot both Layer 1 and Layer 2 from SWITCH to NID and will dispatch local technicians accordingly if outside repair is needed.
- d) In the event the difficulty cannot be isolated by the CNOC, the Technician will escalate the trouble to Frontier's IP Networks Tier 2 Support.
- e) The CNOC and Tier 2 will work with the local forces to diagnose and resolve any layer 2 or higher service issues.
- f) Frontier CNOC will in turn contact the customer (EBA) and advise them of repair updates or restoral of service.

As needed for status updates please call 888-637-9620 or 877-902-1100 for escalation.

Frontier Financial Overview

FRONTIER COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2013 AND 2012 (\$ in thousands)

	2013	2012
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 880,039	\$ 1,326,532
Accounts receivable, less allowances of \$71,362 and \$93,267, respectively	479,210	533,704
Restricted cash	11,411	15,408
Prepaid expenses	68,573	66,972
Income taxes and other current assets	179,606	144,587
Total current assets	1,618,839	2,087,203
Restricted cash	2,000	27,252
Property, plant and equipment, net	7,255,762	7,504,896
Goodwill	6,337,719	6,337,719
Other intangibles, net	1,214,932	1,542,739
Other assets	206,232	233,822
Total assets	\$ 16,635,484	\$ 17,733,631
<u>LIABILITIES AND EQUITY</u>		
Current liabilities:		
Long-term debt due within one year	\$ 257,916	\$ 560,550
Accounts payable	327,256	338,148
Advanced billings	137,319	146,317
Accrued other taxes	66,276	66,342
Accrued interest	188,639	209,327
Other current liabilities	324,181	232,836
Total current liabilities	1,301,587	1,553,520
Deferred income taxes	2,417,108	2,357,210
Pension and other postretirement benefits	725,333	1,055,058
Other liabilities	262,308	266,625
Long-term debt	7,873,667	8,381,947
Equity:		
Shareholders' equity of Frontier:		
Common stock, \$0.25 par value (1,750,000,000 authorized shares, 999,462,000 and 998,410,000 outstanding, respectively, and 1,027,986,000 issued, at December 31, 2013 and 2012)	256,997	256,997
Additional paid-in capital	4,321,056	4,639,563
Retained earnings	76,108	63,205
Accumulated other comprehensive loss, net of tax	(260,530)	(483,576)
Treasury stock	(338,150)	(368,593)
Total shareholders' equity of Frontier	4,055,481	4,107,596
Noncontrolling interest in a partnership	-	11,675
Total equity	4,055,481	4,119,271
Total liabilities and equity	\$ 16,635,484	\$ 17,733,631

FRONTIER COMMUNICATIONS CORPORATION AND SUBSIDIARIES

**CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2013, 2012 AND 2011
(\$ in thousands, except for per-share amounts)**

	2013	2012	2011
Revenue	\$ 4,761,576	\$ 5,011,853	\$ 5,243,043
Operating expenses:			
Network access expenses	431,073	441,588	518,682
Other operating expenses	2,141,068	2,234,553	2,278,419
Depreciation and amortization	1,169,500	1,266,807	1,403,175
Pension settlement costs	44,163	-	-
Acquisition and integration costs	9,652	81,737	143,146
Total operating expenses	3,795,456	4,024,685	4,343,422
Gain on sale of Mohave partnership interest	14,601	-	-
Operating income	980,721	987,168	899,621
Investment income	3,808	13,011	2,391
Losses on early extinguishment of debt	159,780	90,363	-
Other income, net	5,369	7,121	9,135
Interest expense	667,398	687,985	665,196
Income before income taxes	162,720	228,952	245,951
Income tax expense	47,242	75,638	88,343
Net income	115,478	153,314	157,608
Less: Income attributable to the noncontrolling interest in a partnership	2,643	16,678	7,994
Net income attributable to common shareholders of Frontier	\$ 112,835	\$ 136,636	\$ 149,614
Basic net income per common share attributable to common shareholders of Frontier	\$ 0.11	\$ 0.14	\$ 0.15
Diluted net income per common share attributable to common shareholders of Frontier	\$ 0.11	\$ 0.13	\$ 0.15

In a continuing effort to “go green”, an income statement and consolidated balance sheet have been included as a reference to Frontier’s financial health. Frontier publishes its financial information at the following website. <http://investor.frontier.com/>

Frontier Facts / West Virginia

- Frontier Communications completed construction of a middle-mile network across West Virginia that supports increased bandwidth and service reliability in the state. The 2,600-mile network supports leading-edge broadband services and encourages business investment.
- Frontier competes for business in these areas: voice services, data services, voice and data equipment on customers' premises and television services through DISH.
- During 2013, Frontier completed construction of its portion of a federally funded and state-managed project that resulted in 645 West Virginia schools, libraries, health facilities and other facilities having fiber-optic connections.
- Frontier operates in all 55 West Virginia counties and has 334,000 residential customers.
- West Virginia is divided into seven geographic markets. A general manager leads each market and is responsible for the overall customer experience, as well as sales, marketing, government relations and community relations.
- Frontier has made total capital expenditures in West Virginia of \$377.9 million since its acquisition of the Verizon markets in July 2010.
- Frontier has made broadband available to 176,000 additional households since July 2010, pushing broadband availability in Frontier's acquired service areas to more than 88 percent of the households. Frontier exceeded its commitment to make Internet service available to more than 85 percent of the households in the newly acquired markets by 2014.
- Frontier has dramatically expanded the number of Ethernet switches in West Virginia from nine in 2010 to more than 150 today. Ethernet switches allow businesses to establish high-speed communications networks that support investment, expansion and job creation.
- Through the use of bonded Asymmetric Digital Subscriber Line (ADSL) and Very-high-data-rate Digital Subscriber Line (VDSL) technology, Frontier is upgrading speeds in many areas of West Virginia to support download speeds of up to 25 megabits per second (Mbps) for residential customers and 40 Mbps for business customers.
- Frontier maintains its East Region headquarters in Charleston and has about 2,000 employees in West Virginia.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
EBA471

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

FRONTIER
 1500 MACCORKLE AVE
 CHARLESTON, WV 25396

EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET
 CHARLESTON, WV
 25301-1223 304-558-3400

DATE PRINTED
02/05/2014

BID OPENING DATE 03/20/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOR	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY (EBA) TO ESTABLISH A CONTRACT TO PROVIDE A SITE-TO-SITE CONNECTIVITY BETWEEN THREE PROPERTIES OF THE EBA AND TWO WEST VIRGINIA NETWORK (WVNET) LOCATIONS, AS WELL AS INTERNET ACCESS PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	3	YR	205-43			
				SITE-TO-SITE AND INTERNET CONNECTIVITY		
***** THIS IS THE END OF RFQ EBA471 ***** TOTAL:						

SIGNATURE DANA WALDO	TELEPHONE (304) 344-7234	DATE 8 Apr 14
TITLE SVP & GM (West Virginia)	FAX 55-0142020	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS
SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids.

Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

FRONTIER RESPONSE: Understood

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

FRONTIER RESPONSE: Understood

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

Beckley, WV Office- February 18, 2014, Tuesday @ 10:00 a.m.
*124 Industrial Park Road, Beaver, WV 25813
Charleston, WV Office- February 21, 2014, Friday @ 10:00 a.m.
* 600 Capitol Street, Charleston, WV 25301
Morgantown, WV Office- February 25, 2014, Tuesday @ 11:00 a.m.
* 191 Scott Avenue, Morgantown, WV 26505

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address; phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. starting time but prior to the end of the pre-bid will be permitted knowing all matters discussed at the pre-bid. Vendors who arrive after the to sign in, but are charged with

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre- bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

FRONTIER RESPONSE: Understood and have complied.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non- written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: February 28, 2014 - end of business
Submit Questions to: Evelyn P. Melton
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: evelyn.p.melton@wv.Qov

FRONTIER RESPONSE: Understood and Will Comply

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

FRONTIER RESPONSE: Understood

6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE _____
BID OPENING TIME: _____
FAXNUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:
 Technical
 Cost

FRONTIER RESPONSE: Understood and Will Comply

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: March 20, 2014- Thursday@ 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

FRONTIER RESPONSE: Understood

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

FRONTIER RESPONSE: Understood and Will Comply

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

FRONTIER RESPONSE: Understood and Will Comply

GENERAL TERMS AND CONDITIONS;

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

FRONTIER RESPONSE: Understood

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

FRONTIER RESPONSE: Understood

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

- Term Contract

Initial Contract Term: This Contract becomes effective on upon
award and extends for a period of **one (1)** year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to **two (2)** successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase

Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year

Other: See attached.

FRONTIER RESPONSE: Understood and Will Comply

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.

FRONTIER RESPONSE: Understood and Will Comply

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

FRONTIER RESPONSE: Understood and Will Comply

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

FRONTIER RESPONSE: Understood and Will Comply

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delay in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

FRONTIER RESPONSE: Understood and Will Comply

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:

\$ 1,000,000.00 or more.

Builders Risk Insurance: builders risk- all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

FRONTIER RESPONSE: Understood and Will Comply; Refer to Attachment – Insurance Certificate

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

FRONTIER RESPONSE: Understood

- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

FRONTIER RESPONSE: Understood and Will Comply

- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

FRONTIER RESPONSE: Understood and Will Comply

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

FRONTIER RESPONSE: Understood

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

FRONTIER RESPONSE: Understood

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

FRONTIER RESPONSE: Understood and Will Comply

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-

1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the

Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

FRONTIER RESPONSE: Understood and Will Comply

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

FRONTIER RESPONSE: Understood and Will Comply

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

FRONTIER RESPONSE: Understood and Will Comply

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

FRONTIER RESPONSE: Understood

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

FRONTIER RESPONSE: Understood and Will Comply

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West

Virginia Code. Presently, there is no provision in the law for interest on late payment.

FRONTIER RESPONSE: Understood and Will Comply

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § SA-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

FRONTIER RESPONSE: Understood; Frontier claims

- 4. Application is made for 5% resident vendor preference for the reason checked:**
 X Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above;

22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W.Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W.Va. CSR § 148-22-9.

FRONTIER RESPONSE: Understood and Will Comply

23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

FRONTIER RESPONSE: Understood and Will Comply

24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 day.; written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

FRONTIER RESPONSE: Understood and Will Comply

25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

FRONTIER RESPONSE: Understood

26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

FRONTIER RESPONSE: Understood

27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

FRONTIER RESPONSE: Understood

28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

FRONTIER RESPONSE: Understood and Will Comply

- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

FRONTIER RESPONSE: Understood and Will Comply

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

FRONTIER RESPONSE: Understood and Will Comply

- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.

FRONTIER RESPONSE: Understood

- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

FRONTIER RESPONSE: Understood and Will Comply

- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

FRONTIER RESPONSE: Understood

- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the

foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

FRONTIER RESPONSE: Understood and Will Comply

- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

FRONTIER RESPONSE: Understood and Will Comply

- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

FRONTIER RESPONSE: Understood and Will Comply

- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

FRONTIER RESPONSE: Understood and Will Comply

38. [RESERVED]

- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

FRONTIER RESPONSE: Understood and Will Comply

- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part

thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

FRONTIER RESPONSE: Understood and Will Comply

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

FRONTIER RESPONSE: Understood and Will Comply

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

FRONTIER RESPONSE: Understood

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is

authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

FRONTIER RESPONSE: Understood

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

FRONTIER RESPONSE: Understood

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

FRONTIER RESPONSE: Understood and Will Comply

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

FRONTIER RESPONSE: Understood and Will Comply

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors

are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

FRONTIER RESPONSE: Understood and Will Comply – see attachment

- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

FRONTIER RESPONSE: Understood and Will Comply

- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

FRONTIER RESPONSE: Understood and Will Comply

- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.regquisitions@wv.gov.

FRONTIER RESPONSE: Understood and Will Comply

- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are

permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

FRONTIER RESPONSE: Understood and Will Comply

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

FRONTIER RESPONSE: Understood and Will Comply

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In

Accordance with W.Va. Code§ 5-19-1 et seq., and W.Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. **If** the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. **If** the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

FRONTIER RESPONSE: Understood and Will Comply

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (EBA) to establish a contract for the one time purchase of site-to-site connectivity between three properties of the EBA and two West Virginia Network (WVNet) locations, as well as Internet access.

The connectivity (see exhibit B) will be used as follows:

- Layer 2 Ethernet:
 - Inter-office data and file exchange
 - Connection to the State of WV backbone
 - Teleconferencing
 - Internal video streaming
 - Content production sharing and viewing /listening
 - Equipment monitoring, including microwave systems
 - Radio broadcast and monitoring
 - Disaster recovery
 - Testing of emerging technologies to transport broadcast video over layer 2 Ethernet

- Digital Signal 3 (DS3):
 - Transport of broadcast video to transmitters
 - Transport of Production video feeds between locations
 - Transport of live broadcasts to our Master Control
 - Failover capabilities for broadcast video

- Internet Access:
 - Audio and Video streaming of current and archived content
 - Delivery of educational content to appropriate parties
 - Remote access for news reporters – report from the field
 - Remote access for technical staff – remote monitoring and repair from the field
 - Failover connections between locations in the event of site-to-site connectivity failures
 - General Internet Access

FRONTIER RESPONSE: Understood and will comply

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item"

means:

2.1.1 LAYER 2 ETHERNET: Ethernet connectivity as defined by the IEEE (Institute of Electrical and Electronics Engineers) 802.3 standard and all updates to the standard regarding wired circuits.

2.1.2 CLEAR CHANNEL DIGITAL SIGNAL 3 (DS3) CIRCUIT: Point-to- Point, full duplex, clear channel carrier meeting ITU-T (International Telecommunication Union-Telecommunication Standardization Sector) G.703 specifications.

2.1.3 INTERNET ACCESS: Point-of-Presence (POP) connecting Local Area Networks (LANs) to the public Internet.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is attached hereto as Exhibit A.

2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as EBA471.

2.4 "QUALITY OF SERVICE (QOS)": Quality of Service as defined by the IEEE 802.1Q standard for priority level tagging within an Ethernet frame header.

2.5 "REVERSE DNS (DOMAIN NAME SYSTEM)": means reverse DNS lookup or reverse DNS resolution. It is the determination of a domain name that is associated with a given IP address using the Domain Name System of the Internet.

2.6 "NODE" means a piece of equipment through which a circuit traverses creating an additional point of failure.

2.7 "Point of Demarcation" means the point at which responsibility for the circuits and hardware changes from the vendor to the EBA.

2.8 "Last Mile" is the portion of the circuit between the vendor's core network and the EBA's site.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Pre-Bid Meetings: There shall be a pre-bid meeting at the Beckley offices of the EBA (124 Industrial Park Rd., Beaver WV 25813) on February 18, 2014, Tuesday @ 10:00 a.m. The purpose of this meeting is to discuss the contract, answer any questions vendors may have, and permit vendors to tour the facility in order to determine accurate build-out

costs. There shall be a second pre-bid meeting at the Charleston offices of the EBA (600 Capitol St., Charleston, WV

25301) on **February 21, 2014, Friday @ 10:00 a.m.** There shall be a third pre-bid meeting at the Morgantown offices of the EBA (191 Scott Ave., Morgantown, WV

26505) on **February 25, 2014, Tuesday @ 11:00 a.m.** The sole purpose of the

second and third meetings is to tour the facilities in order to determine accurate build-out costs. Any vendor wishing to bid on this contract must attend all pre-bid meetings.

FRONTIER RESPONSE: Understood and will comply

- 3.2 Subcontracting:** The vendor must own all fiber, copper wire, and equipment, and all workers must be direct employees of the vendor with the exception of approved subcontractors as defined below.

3.2.1 Vendor shall be wholly responsible for any subcontracted services, including but not limited to: safety, insurance, training, quality assurance, response time, and oversight.

3.2.2 All subcontracting must be approved by the EBA prior to proceeding. Credentials and references for any proposed subcontractors shall be provided to the WV Purchasing Division within 24 hours after bid opening.

FRONTIER RESPONSE: Understood with clarification; As it relates to on-premise and only those off-premise subcontractors who will be involved in the provisioning of the service proposed.

- 3.3 All Inclusive:** Vendor must be able to provide all items and options on this RFQ to be eligible for this contract.

FRONTIER RESPONSE: Understood and will comply unless otherwise noted.

- 3.4 Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below.

3.4.1 LAYER 2 ETHERNET

3.4.1.1 Circuits must meet all IEEE standards for Ethernet over wired circuits.

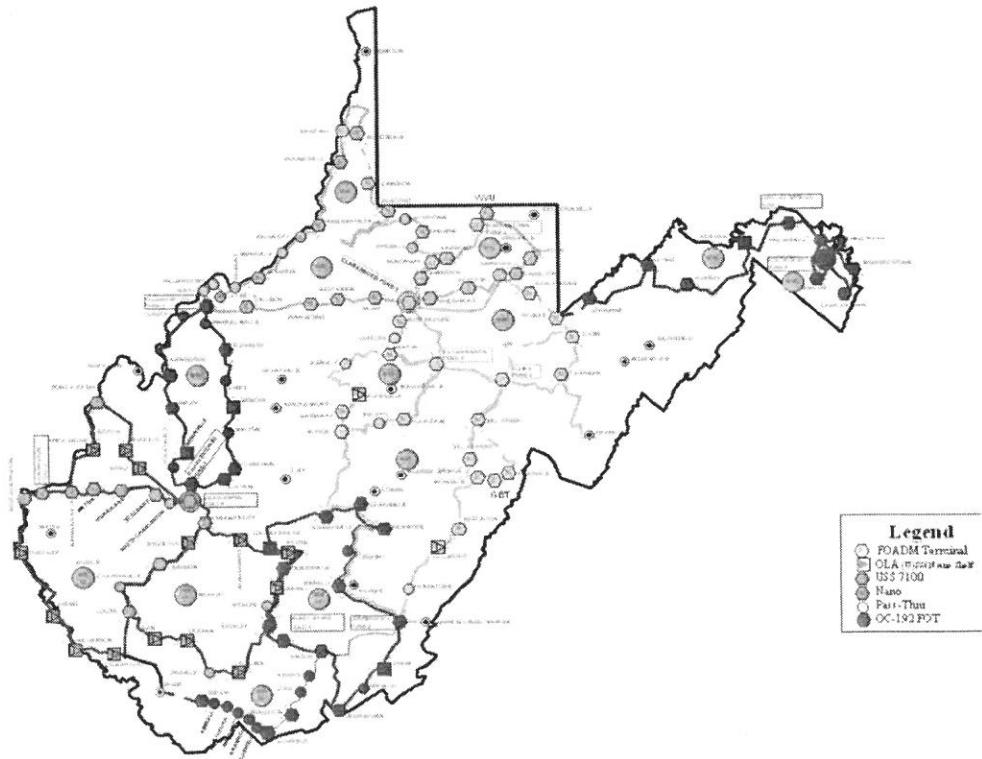
FRONTIER RESPONSE: Comply

3.4.1.2 Vendor must have redundant paths for the layer 2 Ethernet circuits on its core network such that a line cut, or similar issue, will automatically failover to another path with no service interruption. The vendor shall provide a basic diagram of their core network illustrating this redundancy. This diagram must illustrate that there is no single point of failure and be acceptable to the EBA. The connection from the vendor's core network to the EBA's sites may be non-redundant.

FRONTIER RESPONSE: Please refer to Attachment 3.4.1.2

3.4.1.3 Ethernet circuit shall traverse a maximum of 20 nodes from point of origin to point of termination. Vendor shall supply a list of these nodes.

FRONTIER RESPONSE: Due to the nature of Ethernet routing protocols data traffic may travel by several different paths through our network. The most common routes WV EBA's traffic is expected to traverse will be under 20 nodes. The nodes in our statewide data network are shown below:



3.4.1.4 Circuits must be compatible with all switches, routers, and other equipment using standard layer 2 Ethernet technologies.

FRONTIER RESPONSE: Comply

3.4.1.5 Vendor must honor all EBA Quality-of-Service (QoS) assignments across the vendor's entire network. These designations must apply even when the EBA is sharing bandwidth with other vendor customers.

FRONTIER RESPONSE: Please refer to solution overview pg: 9

3.4.1.6 Vendor must segregate the provided 1 Gigabit Ethernet circuits into multiple RJ-45 ports of varying bandwidth and purpose. Bandwidth shall be independently guaranteed to be a minimum of stated bandwidth on all ports, with no traffic on any port affecting traffic on another port. Initial segregation will be as described in Exhibit C, Ethernet Segregation. Vendor shall, on request by the EBA, but not to exceed 1 time in a 6-month period, reconfigure this segregation at no charge. The point of demarcation shall be these ports.

FRONTIER RESPONSE: Comply

3.4.2 DIGITAL SIGNAL 3 (DS3) CIRCUIT

3.4.2.1 DS3 must meet all ITU-T specifications for G.703 circuits. See Exhibits D through G.

FRONTIER RESPONSE: Understood and will comply

3.4.2.2 DS3 must be configured with CBIT framing as described in Exhibit H, Fundamentals of DS3, published by Telecommunications Techniques Corporation.

FRONTIER RESPONSE: Understood and will comply

3.4.2.3 Vendor must supply timing for the DS3 circuit.

FRONTIER RESPONSE: Understood and will comply

3.4.2.4 DS3 circuits must be full duplex; permitting separate data streams each direction.

FRONTIER RESPONSE: Understood and will comply

3.4.2.5 DS3 circuits must terminate in 2 BNC video type connections; 1 transmit connection and 1 receive connection. These

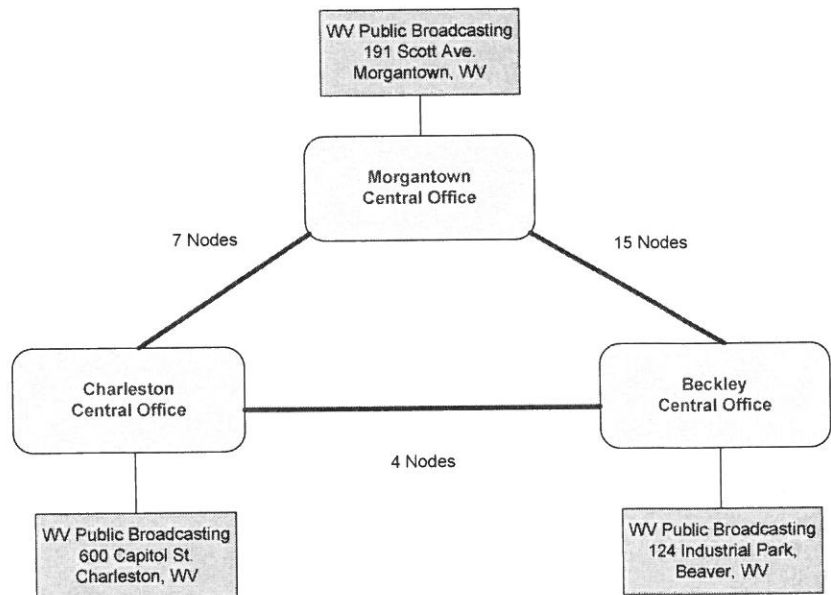
connections shall be the point of demarcation.
FRONTIER RESPONSE: Understood and will comply

3.4.2.6 Each EBA site may be the terminating point for two DS3 circuits (see Exhibit B). At each site each DS3 shall be routed such that no single failure on the vendor's core network will bring down both DS3 circuits. The vendor shall provide a basic diagram of their core network illustrating this. This diagram must illustrate that there is no single point of failure and be acceptable to the EBA. The connection from the vendor's core network to the EBA's sites may be non-redundant.
FRONTIER RESPONSE: Understood and will comply, please refer to Attachment 3.4.2.6

3.4.2.7 DS3 circuits shall traverse a maximum of 20 nodes from point of origin to point of termination. Vendor shall supply a list of these nodes.
FRONTIER RESPONSE:

Educational Broadcast Authority – Physical Overview (DS3)

2014 DS3 RFP Response



3.4.3 INTERNET CONNECTIVITY

3.4.3.1 Internet connections must be full duplex; stated bandwidth both directions.

FRONTIER RESPONSE: Understood and will comply

3.4.3.2 Vendor must assign a class C subnet of 256 public IP numbers (minimum) for use by the EBA. Reverse DNS (Domain Name System) configurations for this subnet will be maintained by the EBA with the Vendor transferring this information to its own servers via zone transfers.

FRONTIER RESPONSE: Will Comply with Clarification: Frontier believes this to be a /24 block that can be advertised to another provider. WVEBA must show justification to American Registry for Internet Numbers (ARIN) for a number block of this size.

Once the /24 has been assigned, BGP failover is certainly allowed and we have no problem advertising their space. If they have not entered their space into a route registry, we will proxy register it for them in RADB.

3.4.3.3 Vendor must support eBGP (external Border Gateway Protocol) for failover of public IP traffic to a 3rd party's Internet service.

3.4.3.3.1 Vendor must cooperate / coordinate with any parties necessary to configure and test these failover capabilities.

FRONTIER RESPONSE: Testing failover is the responsibility of WV EBA; Frontier will assist by dropping the BGP session and/or the circuit.

3.4.3.3.2 For failover purposes, vendor must permit the 3rd party Internet provider to announce all vendor-owned public IP's assigned to the EBA.

FRONTIER RESPONSE: Comply

3.4.3.3.3 Upon completion of circuits and notification by the EBA, vendor will configure this failover in a timely manner.

FRONTIER RESPONSE: Frontier will comply to complete in a timely manner upon receipt of a BGP application from EBA.

3.4.4 REDUNDANT LAST MILE

3.4.4.1 Vendor shall quote as an option the cost of maintaining a redundant circuit between their core network and each EBA site. This quote shall be separate from the primary circuit quote, items 1 & 2 on the Pricing Pages (Exhibit A). This shall be an option that the EBA may purchase from the winning vendor of the Primary Circuit Quote.

FRONTIER RESPONSE: Understood and will comply

3.4.4.2 These redundant circuits shall be routed such that there is no single point of failure that could cause both circuits to be down at the same time.

FRONTIER RESPONSE: Understood and will comply

3.4.4.3 These redundant circuits shall be configured such that if one fails service is automatically routed to the other circuit with no interruption to service.

FRONTIER RESPONSE: Understood – note that automatic failover is performed by the customer’s equipment

3.5 Service Level Commitments: Vendor shall price their circuits such that they shall meet all the following requirements:

FRONTIER RESPONSE: Understood

3.5.1 Monitoring:

3.5.1.1 Vendor should monitor all circuits for latency, packet loss, and up time. Any available statistics shall be provided to the EBA with their monthly invoice showing the average latency, percentage packet loss, and percentage up time for the billing cycle. If available, these statistics will also be provided to the EBA for any time period upon request. If vendor is unable to monitor any of these service specifications, the vendor will accept the statistics resulting from the EBA's own monitoring.

3.5.1.2 If statistics provided by vendor differ from those resulting from the EBA's own monitoring, vendor shall work with the EBA to determine which statistics are accurate. These agreed-upon statistics shall be used to determine if service level commitments

are met. If an agreement cannot be reached, the statistics from the EBA's monitoring shall be used to determine if service level commitments are met.

3.5.2 Latency: all circuits must have a maximum of 76 milliseconds of network latency (one-way delay).

3.5.3 Packet Loss: Packet delivery is the transit of packets between points of demarcation on the vendor's network. Packet loss is the percentage of packets not reaching their destination. This shall be calculated as $((\text{total forwarded packets} - \text{total received packets}) / \text{total forwarded packets}) \times 100$. Packet loss must be a maximum of 0.1% when usage on a circuit is less than 100% of its stated bandwidth.

3.5.4 Bandwidth: all circuits must perform at their stated bandwidth or higher at all times.

3.5.5 Target Circuit Availability: all circuits must have a minimum target circuit availability of 99.99%.

3.5.6 Mean Time to Repair: all circuits must have a maximum mean time to repair of 4 hours. Time to repair shall begin when the EBA reports the problem to the vendor and end when the vendor notifies the EBA the repair is complete. Repair completion must be verified by the EBA to be considered final.

3.5.7 Centralized Point of Contacts: The vendor shall provide one point of contact for all trouble, repair, and performance issues; and one point of contact for all billing and financial issues. Each point of contact shall be the appropriate party without multiple transfers to resolve issues. The vendor may provide a web portal as an additional means of monitoring, reviewing, and reporting issues.

3.5.8 Service Level Credits:

3.5.8.1 If a circuit is down for more than an hour three times or more in any 30 calendar day period vendor shall credit the EBA one month's charges for that circuit.

- 3.5.8.2** If the mean time to repair is more than 4 hours for any circuit in any 12-month period, vendor shall credit the EBA 10% of the monthly cost of the circuit plus 10% for each additional hour over 5 hours. Fifteen minutes or more shall constitute an additional hour for these calculations. The credit shall not exceed the monthly cost of the circuit.
- 3.5.8.3** If a circuit doesn't meet the latency or packet loss commitments as described in sections 3.5.2 and 3.5.3, the vendor shall credit the EBA 25% of the monthly cost of the circuit until such time as these commitments are met.
- 3.5.8.4** If a circuit fails to perform at its stated bandwidth vendor shall reduce the daily costs on the circuit by the same percentage as the bandwidth deficiency. For example: if a Gigabit Ethernet circuit performs at 900 Mb instead of 1000 Mb, it is performing at a 10% deficiency, and would require a 10% daily credit. This credit shall be provided until bandwidth issues are resolved, as documented through trouble tickets.
- 3.5.8.5** If the circuit between the vendor's core network and an EBA site fails, and the EBA has purchased redundant last mile circuits, and the redundant last mile circuit fails, the vendor shall credit the EBA one month's charges for all affected circuits.
- 3.5.8.6** The EBA must request applicable credits within 30 calendar days of receiving the invoice for the billing cycle in which the applicable event occurred.
- 3.5.8.7** Credits shall never exceed the monthly cost of the circuit in any billing cycle.
- 3.5.8.8** Credits shall never exceed 25% of the yearly cost of the circuit for any contract year.

3.5.8.9 Vendor will not be responsible for failures to meet Service Level Commitments under the following conditions: (a) interruptions or delays due to failure by the EBA to release services for testing and/or repair; (b) failure of power or equipment for which the EBA is responsible; (c) delays caused by the EBA not providing timely access to the premises at which the circuits terminate; (d) interruptions or delays as a result of authorized maintenance by the EBA.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the EBA with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A).

FRONTIER RESPONSE: Understood

4.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by filling in the appropriate spaces in each column. Vendor should complete the Pricing Page in full as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

Costs must include ALL charges, including any fees, government surcharges, taxes, travel, or any other charge associated with the service. The vendor will only be paid what is on the Pricing Pages.

Price of options shall be a factor in determining the winning bidder on this RFQ.

Vendor must allow the EBA to order any option at the quoted cost any time during the first 12 months of this contract. Such orders would be an addendum to the primary order, and would expire concurrently.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

FRONTIER RESPONSE: Understood –pricing may be hand written and are still binding

5. DELIVERY AND RETURN:

5.1 Shipment and Delivery/Installation:

5.1.1 Vendor shall commence installation of the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall complete installation of the Contract Items within 45 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered / installed to the EBA at the locations listed on the Pricing Pages (exhibit A). The EBA shall not be responsible for any damage, theft, or loss of equipment or other materials belonging to the vendor during the period of installation.

FRONTIER RESPONSE: Understood and will comply

5.1.2 Verification of Installation: The EBA shall have 60 days from the time circuits are installed and functioning to test all circuits. If all circuits test successfully, monthly billing shall commence at the end of this 60-day test period. If any circuit fails to meet requirements or function as needed, the vendor will have 45 days to remedy the situation. If the vendor fails remediation, the EBA may, at its own discretion, cancel the contract with no penalty. In this situation the EBA may only be charged a maximum of the non-recurring charges (NRC's) listed on the pricing page. If the vendor remedies the situation, monthly billing will commence on the date of remedy.

FRONTIER RESPONSE: Understood and will comply

5.2 Late Delivery/Installation: The EBA must be notified in writing if the delivery/installation of the Contract Items will be delayed for any reason. Any delay in delivery/installation that could cause harm to the EBA will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

FRONTIER RESPONSE: Understood

5.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the EBA's locations.

FRONTIER RESPONSE: Understood

5.4 Return of Unacceptable Items: If the EBA deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the EBA to arrange for the return and reimburse the EBA for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the EBA with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the EBA's locations. The returned product shall either be replaced, or the EBA shall receive a full credit or refund for the purchase price, at the EBA's discretion.

FRONTIER RESPONSE: Understood

5.5 Return Due to Agency Error: Items ordered in error by the EBA will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

FRONTIER RESPONSE: Understood

6. PERFORMANCE: Vendor and the EBA shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by the EBA. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

FRONTIER RESPONSE: Understood

7. PAYMENT: the EBA shall pay the non-recurring charges and monthly rates, as shown on the Pricing Pages (Exhibit A), for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

FRONTIER RESPONSE: Understood

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the EBA separately.

FRONTIER RESPONSE: Understood

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to the EBA's facilities. In the event that access cards and/or keys are required:

- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3 Vendor shall notify the EBA immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to the EBA's security protocol and procedures.
- 9.5 Vendor shall inform all staff of the EBA's security protocol and procedures.

FRONTIER RESPONSE: Understood and will comply

10 VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

- 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2 Failure to comply with other specifications and requirements contained herein.
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4 Failure to remedy deficient performance upon request.

FRONTIER RESPONSE: Understood

10.2 The following remedies shall be available to the EBA upon default.

- 10.2.1 Cancellation of the Contract.
- 10.2.2 Cancellation of one or more release orders issued under this Contract.
- 10.2.3 Any other remedies available in law or equity.

FRONTIER RESPONSE: Understood

11 MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Chad Stepp

Telephone Number: (304) 410-5659

Fax Number: (304) 342-6092

Email Address: chad.stepp@ftr.com



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
03/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME	PHONE (A.C. NO. EXT.): 877-945-7378	FAX (A.C. NO.): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	INSURER(S) AFFORDING COVERAGE	
INSURED Frontier Communications Corporation 3 High Ridge Park Stamford, CT 06905	INSURER A: Continental Casualty Company	NAIC# 20443-002	
	INSURER B: American Casualty Company of Reading, PA	20427-001	
	INSURER C: Transportation Insurance Company	20494-001	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21286478 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADD'L SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		INSRD. WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL2095784254	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Types of operations under DESCRIPTION OF OPERATIONS below	Y/N	AOS WC295784531 CA WC295784545 OR, WI WC295784559	6/1/2013 6/1/2013 6/1/2013	6/1/2014 6/1/2014 6/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Re: Evidence Only of Frontier Communications Corporation's insurance for RFQ #EBA471.

CERTIFICATE HOLDER State of West Virginia Dept. of Administration - Purchasing Division 2019 Washington Street East P.O. Box 50130 Charleston, WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

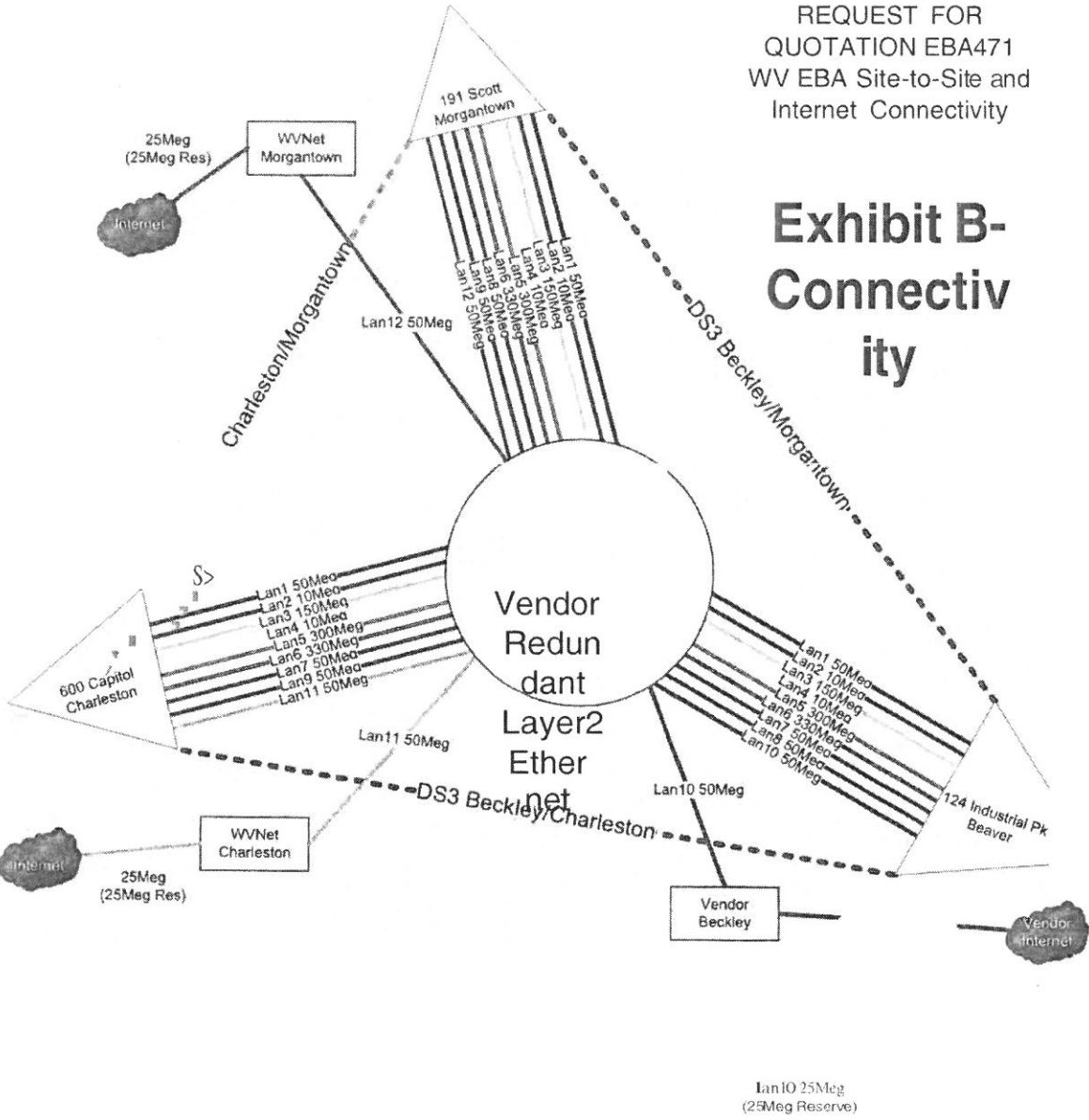
Co11:4365016 Tpl:1784257 Cert:21286478 ©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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REQUEST FOR
 QUOTATION EBA471
 WV EBA Site-to-Site and
 Internet Connectivity

Exhibit B- Connectivity



EBA471- Exhibit C -Ethernet
Segregation

1 Gig Ethernet Segregation	
location	Segregation
Beckley	LAN 1 - 50 Meg Port LAN 2- 10 Meg Port LAN 3- 150 Meg Port LAN 4- 10 Meg Port LAN 5 - 300 Meg Port LAN 6 - 330 Meg Port LAN 7 - 50 Meg Port LAN 8 - 50 Meg Port LAN 10- 50 Meg Port to Vendor Internet
Charleston	LAN 1 - 50 Meg Port LAN 2 - 10 Meg Port LAN 3 - 150 Meg Port LAN 4- 10 Meg Port LAN 5 - 300 Meg Port LAN 6 - 330 Meg Port LAN 7 - 50 Meg Port LAN 9 - 50 Meg Port LAN 11 - 50 Meg Port to WVNet Charleston*
Morgantown	LAN 1 - 50 Meg Port LAN 2- 10 Meg Port LAN 3 - 150 Meg Port LAN 4- 10 Meg Port LAN 5 - 300 Meg Port LAN 6 - 330 Meg Port LAN 8 - 50 Meg Port LAN 9 - 50 Meg Port LAN 12 - 50 Meg Port to WVNet Morgantown*

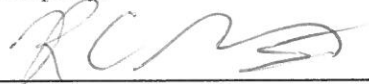
Segregation of 1Gig Ethernet Circuits: each 1Gig Ethernet circuit is to be initially segregated into the 9 ports listed above. Segregation shall be done such that equipment attached to a port at one location shall be connected to equipment at the other sites when connected to the ports with the equivalent designation. For example: if a piece of equipment is connected to the port designated

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Frontier

(Company)



(Authorized Signature)

Chad Stepp – Enterprise Account Executive
(Representative Name, Title)

(304) 410-5659
(Phone Number)

(304) 342-6092
(Fax Number)

(Date)

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Frontier

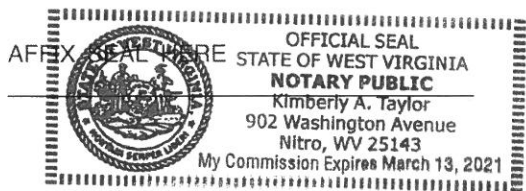
Authorized Signature [Signature] Date 8 April 14

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 8 day of March April, 2014

My Commission expires March 13, 2021



[Signature]
NOTARY PUBLIC

Purchasing Affidavit (Revised 07/01/2012)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.; EBA471

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

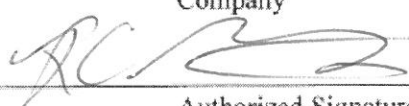
Addendum Numbers Received:

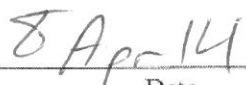
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Frontier

Company


Authorized Signature


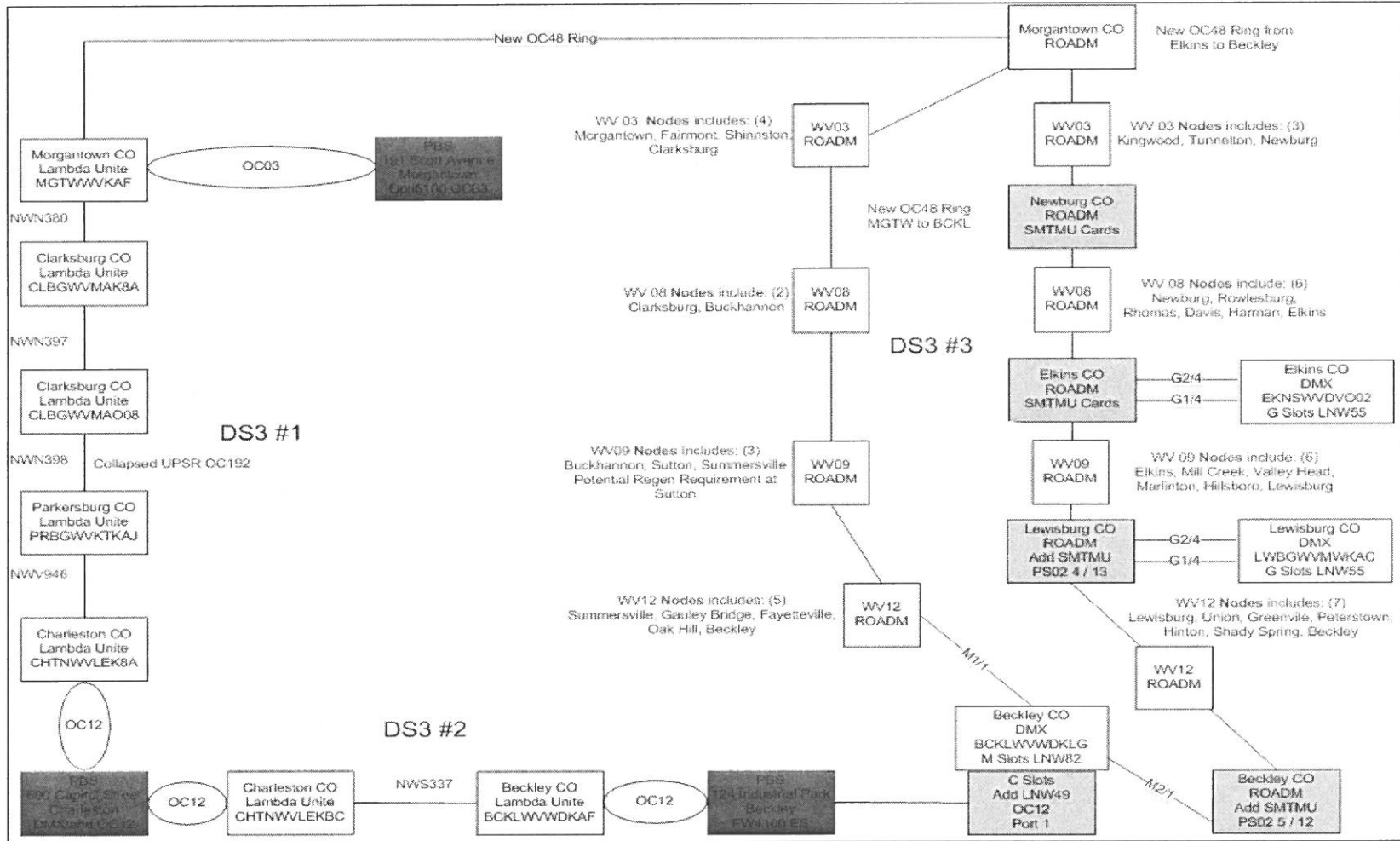
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

ATTACHMENTS

- Certificate of Insurance
- 3.4.1.2 Core Network Diagram
- 3.4.2.6 DS3 Diagram

ATTACHMENT 3.4.2.6



AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Frontier Communications

Signed: RC

Title: Enterprise Account Executive

Date: 8 Apr 14

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Frontier

Signed: 

Date: 7 Apr 14

Title: Enterprise Account Executive



**COST RESPONSE
TO
REQUEST FOR QUOTE #EBA471
FOR
WEST VIRGINIA EDUCATIONAL
BROADCASTING AUTHORITY**

April 8, 2014

PREPARED BY | **Chad Stepp**
Enterprise Account Executive
1500 MacCorkle Ave
Charleston, WV 25396
(304) 410-5659
chad.stepp@ftr.com

BID RECEIVED LATE

BUYER EVELYN P. NELSON

WITNESS *Laura*

DISQUALIFIED

EBA471 - Exhibit A - Pricing Pages - 3 year term

Costs must include ALL charges, including any fees, government surcharges, taxes, or any other charge associated with the service.

Location	Physical Address
Beckley	WV Public Broadcasting 124 Industrial Park Rd. Beaver, WV 25813
Charleston	WV Public Broadcasting 600 Capitol Street Charleston, WV 25301
Morgantown	WV Public Broadcasting 191 Scott Avenue Morgantown, WV 26505

Item# 1	Ethernet Circuits**	Monthly Cost	NRC*	1 Year Total	3 Year Total
1a	Beckley - 1 Gig Layer 2 Ethernet	2,500	0	30,000	90,000
1b	Beckley - 25 Meg Internet Bandwidth via LAN 10 Ethernet Port	427	0	5,124	15,372
1c	Charleston - 1 Gig Layer 2 Ethernet	2,500	0	30,000	90,000
1d	Morgantown - 1 Gig Layer 2 Ethernet	2,500	0	30,000	90,000
	Total Cost Item#1, Ethernet Circuits	7,927	0	95,124	285,372

Item# 2	DS3 Circuit - Beckley to Morgantown	Monthly Cost	NRC*	1 Year Total	3 Year Total
2	DS3 between Beckley and Morgantown	12,000	0	144,000	432,000
	Total Cost Item#2, DS3 Circuit - Beckley to Morgantown	144,000	0	144,000	432,000

12,000

DS3 Circuit Options

Price for these options must reflect that they will be bundled with items 1 & 2.

Option# 1	DS3 Circuit - Beckley to Charleston	Monthly Cost	NRC*	1 Year Total	3 Year Total
1	DS3 between Beckley and Charleston	545	0	6,540	19,620
	Total Cost Option# 1	545	0	6,540	19,620
Option# 2	DS3 Circuit - Charleston to Morgantown	Monthly Cost	NRC*	1 Year Total	3 Year Total
2	DS3 between Charleston and Morgantown	1,373	0	16,476	49,428
	Total Cost Option #2	1,373	0	16,476	49,428

EBA471 - Exhibit A - Pricing Pages - 3 year term

Redundant Last Mile Circuit Options

Price for these options must reflect that they will be bundled with items 1 & 2.

	Redundant Last Mile Circuit	Monthly Cost	NRC*	1 Year Total	3 Year Total
Option# 3	Beckley - Redundant Last Mile	6,298	0	75,576	226,728
Option# 4	Charleston - Redundant Last Mile	545	0	6,540	19,620
Option# 5	Morgantown - Redundant Last Mile	1,373	0	16,476	49,428

Summary Pricing

Item	Description	Monthly Cost	NRC*	1 Year Total	3 Year Total
Item# 1	Ethernet Circuits	7,927	0	95,124	285,372
Item# 2	DS3 Circuit - Beckley to Morgantown	12,000	0	144,000	432,000
Option# 1	DS3 Circuit - Beckley to Charleston	545	0	6,540	19,620
Option# 2	DS3 Circuit - Charleston to Morgantown	1,373	0	16,476	49,428
Option# 3	Beckley - Redundant Last Mile Circuit	6,298	0	75,576	226,728
Option# 4	Charleston - Redundant Last Mile Circuit	545	0	6,540	19,620
Option# 5	Morgantown - Redundant Last Mile Circuit	1,373	0	16,476	49,428
	Total Cost	30,061	0	360,732	1,082,196

* Non-Recurring Charge (One-Time Only)

** Ethernet circuits must be segregated as defined in Exhibit C, Ethernet Segregation.

Award will be made to the Vendor with the Lowest Overall Total Cost meeting specifications.



Signature of Vendor

8 Apr 14

Date

FRONTIER

Company Name

1500 MACCORKLE AVE.

Address 1

CHARLESTON, WV 25396

Address 2

Phone (304) 410-5659

Fax (304) 342-6092

Email chad.stepp@ftr.com